

THE GENERAL'S GRIT.

He Offers to Answer All Questions in Spite of His Lawyers.

But His Lawyers Object and Argue it Out at Great Length.

With yesterday began the sixteenth week of the trial of General Merriek, and the criminal court was filled with spectators. When the court adjourned on Friday last the prosecution had just closed their preliminary argument upon the pertinency of the question as to whether or not the witness (Gen. Brady) had any knowledge of the Price drafts. This is regarded as an important point by both sides, for if the question is admitted it will probably lead to the admission of testimony by Price in support of the government's charge.

The court, in answer to a question from Mr. Merriek, said that it would allow the government an opportunity to reply to the arguments of the defense.

Turning toward the court, Gen. Brady said, positively: "Your honor, I would prefer to answer that question and all other similar questions. My lawyers and myself do not seem to have taken the same ground."

Mr. Merriek was of opinion that the witness might answer without reference to his lawyers.

The court, however, said that it would hear his lawyers instead of him.

Mr. Ingersoll, of course, your honor, this is no question of privilege, but of relevancy, and my client is interested.

Mr. Wilson said that if the matter were gone on to now, he should feel it incumbent upon him to try it now and try it to the bottom. But it was not proper to bring another case into this, when it could not be tried, and a verdict had before a jury. He did not propose spending the remainder of his days in the court room trying other matters that might be brought into this case. One case at a time was the proper method.

The court. It has not been brought into this case.

Mr. Wilson. No; and I am trying to keep it out.

Mr. Davidge then began his argument with a statement of the facts.

The court interrupted and inquired if Mr. Merriek's offer was to show only that this draft had been placed upon the witness's desk.

Mr. Merriek. No, your honor. Placed upon his desk and given him for a corrupt purpose.

Mr. Davidge resumed his argument. He asserted that the object of the offer was to defame and injure the defendant, with the intention of affecting the jury by that defamatory in the case at issue. It had never been allowed to be shown that the defendant had committed another offense than that for which he was on trial, for the purpose of influencing that case, unless it was shown that there was a connection between them.

Again, if they wanted to prove the general reputation of the witness they should be barred from proving particular acts. They could not bolster up a criminal charge by showing a general tendency to commit offense of the character charged.

The court said the whole thing depended upon the relevancy of the matter. If another subject was concerned of course the question could not be asked.

Mr. Davidge quoted at length from the case of the People vs. Crapo (70 New York) and other authorities to show that it was not proved, what would it amount to? It would show that Brady was guilty of receiving a bribe. But how did that concern this charge—a conspiracy. What had that intention or motive to do with the other intention or motive? The prosecution said that they wanted to prove the motive. The law defined the motive in conspiracy, and nobody but the prosecution in this case believed that a man could conspire to rob the government with a good motive.

Mr. Davidge said that if they ever went into the investigation of those drafts they would show how utterly without foundation were the charges in that connection. When the statutes allowed a defendant to go upon the stand they confined his statements to the circumstances of the facts at issue.

The court. "He must respond to all relevant matters."

Mr. Davidge. "And he does not become a target to be shot at for every act committed in his lifetime."

The court. "No; as to collateral matters, I will protect the witness."

Mr. Chandler followed in the same general line of argument. Even Mr. Merriek, said he, had not asserted that it was a tender to prove the conspiracy; that had been left to three or four years behind; this transaction was based in 1861. It had no connection, no family relation with the overt acts set out in the indictment.

Mr. Ingersoll furnished the prosecution with the titles and a description of the cases to which he intended to refer in his argument. His comments upon them caused much amusement among the spectators.

A recess was then taken.

When the court reassembled Mr. Henkle, of counsel for defense, also read from a number of authorities in support of their argument. The jury was seated at 10 o'clock on the day, and Mr. Merriek proceeded to close the debate upon this point for the government. Reading from the record, language used by the witness on direct examination, he insisted that it justified the inquiry into transactions connected with any or all of the star routes, without regard to those mentioned in the indictment. Brady had stigmatized all of Walsh's testimony as false, as "a lie made out of whole cloth." On his cross-examination the government proposed to interrogate him relative to the facts sworn to by Walsh. The court remarked that this had not formed a part of the original offer. Mr. Merriek replied that he was aware of the fact, but he intended to go into that subject, and brought it up now as to save further argument. The court had seemed to regard relevancy as the principal question in this matter. If a thing done by a defendant was similar in time of occurrence and character to the offenses charged in the indictment it was as entirely admissible as proof of them would be. It was not an offer to prove the body of the crime, but to prove the motive and science.

The court inquired why the evidence to support the offer had not been offered in chief. Mr. Merriek answered that he had not regarded it as at all necessary to the government's case. Of course, said the court, it was not to be understood as precluding the introduction of evidence now, that it had been overlooked. But why attempt to draw the line in evidence?

Mr. Merriek said that another reason that influenced them was a desire to hear the defendant express himself upon the subject. They had proved in chief extraordinary expeditions and brought it up now as to save further argument. The court had seemed to regard relevancy as the principal question in this matter. If a thing done by a defendant was similar in time of occurrence and character to the offenses charged in the indictment it was as entirely admissible as proof of them would be. It was not an offer to prove the body of the crime, but to prove the motive and science.

know it was wrong to swindle the government. You could not prove that a man was guilty of stealing by proving that he stole in a thousand other cases. No matter if he had stolen in those cases the presumption was that he was innocent in the charge under trial. Mr. Ingersoll read from a number of authorities, commenting upon them at length in the course of his argument. As he understood it, Walsh's testimony had been admitted because he said that Brady had told him it was his custom to exact money from all contractors (including the trial). But Mr. Ingersoll said that Price paid him, would it have been admitted? He thought not. The authorities were again referred to, and where a defendant was charged with stealing some pork, a bowl and loaf of bread was argued at length, to the great amusement of the audience. Mr. Ingersoll commented upon the length of the trial, that might run into years.

The court said that the twelve candles still burned.

Mr. Ingersoll. "I am willing to go on with eleven when one juror dies, and when the last man dies, to take his administrator. Yes, to Mr. Merriek I expect to survive, and the case may drag along until the judge who shall study upon the case will not remember even the name of your honor." [Laughter.]

In the course of the argument the court took occasion to enlighten the counsel with regard to its position upon certain questions. Speaking of Brady, he said, that he may have been a very kind-hearted man, and allowed the members of congress to run over him and get the orders at their will. They will have been weak, but not criminal. If he had been charged with receiving a bribe, the court would require direct evidence of that charge and would not allow evidence of any other offense to be accepted in proof of the charge. It was only his motives and intentions that could make his acts criminal. He was on trial to show his purpose. (In answer to Mr. Ingersoll.) No proof that Brady had received a bribe in another case could be used against him in this case. The question was whether the court could receive direct evidence of payments to Brady by other contractors; whether his acts could not, on their face, be shown to be criminal acts, by the light thrown upon his motives in other transactions. The court said it to be distinctly understood that these points were only brought to the attention of counsel for their guidance; that the court had not made up its mind upon that matter as yet. Mr. Ingersoll said that he might continue his argument to-morrow. The court then adjourned.

THE WASHINGTON DRIVING CLUB.

Special Session Last Night—The Date of the Inaugural Meeting Decided Upon.

At a special meeting of the Washington Driving Club, held in the rooms of the National Fair association, Vernon road, last night, there were present Messrs. William Smith, H. D. McIntyre, Joseph C. Rock, John Green, Frank K. Ward, F. M. Draney, A. J. Bidler, Ernest Burdick, George M. Oyster, A. H. Kelley, John R. Kelly, George Repetti, Samuel Ross, and Dr. Smith.

Mr. Charles W. Hayes having declined the presidency on account of pressing business duties, Mr. George M. Oyster was unanimously elected to the office, and Mr. H. D. McIntyre was elected to the secretaryship made vacant by Mr. Oyster's promotion.

Mr. Ernest Burdick was elected a member of the executive committee.

Mr. Frank K. Ward tendered his resignation as a member of the same committee. He said he did not know anything about trotting horses or any other kind of horse. He was not a member of the club, and he was not a member of the executive committee. He could not take a spaviner or the blind stagers from a hole in the ground, and believed every member of the executive committee should be a horseman. Mr. Ward's resignation was tabled.

The president announced that at a meeting of the executive committee it was determined to make the president of the fair association an ex officio member of the committee. The action was ratified by the club, and it was decided to allow the ladies of the trotting meetings to confer in any manner with the meetings of the jockey club.

It was decided to hold the inaugural meeting on the third, fourth, fifth, and sixth of July. Thirteen thousand and eight hundred dollars will be given in stakes. A special purse will also be given by Mr. Frank K. Ward.

THE MEMORIAL HOSPITAL.

Treasurer Gillilan has recently received the following subscriptions for the Garfield Memorial hospital: King George of Tonga, \$100; Dr. Cassius, United States consul, Samoa Islands, \$250; H. C. Maxson, United States consul, Malaga, Spain, \$14.75; David H. Strother, United States consul general, city of Mexico, \$50; Henry Barnett, United States vice consul, Paramaribo, \$50; Hugh H. Hamilton, United States vice consul, Tonga, \$25; Anglo-Saxon Lodge, No. 1, Sons of St. George, \$5; E. Reynolds & Sons, Stockport, N. Y., \$5; Edgar M. Carrick, New York, \$1.

ARMY AND NAVY NOTES.

The retiring board convened at the Presidio of San Francisco, Cal., June 3, 1882, is dissolved.

The United States steamer Tallapoosa sailed from Key West, Fla., Saturday evening for Cape San Antonio. All well on board.

Capt. James C. Post, corps of engineers, will proceed from New York city to Fort Monroe, Va., on public business, and on completion of the same will return to his proper station.

Capt. John C. White, 1st artillery, will report by letter to Col. George P. Andrews, 1st artillery, president of the retiring board appointed to meet at the Presidio of San Francisco, Cal., March 17, 1883, and will hold himself in readiness to appear before the board for examination when summoned.

Capt. Emory W. Clift, 13th infantry, will report by letter to Maj. Gen. Winfield S. Hancock, president of the retiring board appointed to meet at Governors Island, New York Harbor, March 16, 1883, and will hold himself in readiness to appear before the board for examination when summoned.

An army retiring board having found First Lieut. Edwin R. Clark, 10th infantry, incapacitated for active service on account of disability, has in not the least degree of service, he is, by the direction of the President, retired from active service, in conformity with section 1552, Revised Statutes, and will proceed to his home.

The following named officers, having been relieved from duty under the assignment as aids-de-camp to general officers by the operation of the act approved March 3, 1883, will proceed to join their proper stations, respectively: Capt. George B. Russell, 9th infantry; Capt. John H. Myrick, 3rd artillery; Capt. George P. Towle, 10th infantry; First Lieut. Charles E. S. Wood, 21st infantry, upon the expiration of his leave of absence, and First Lieut. John M. Baldwin, 5th artillery.

Rear Admiral Cooper, commanding the North Atlantic squadron, reports to the Navy department, under date of New Orleans, March 14, that he will direct the movements of one of the vessels of the squadron to proceed to Tampico, Mexico, before coming north, and make the necessary examination of the entrance of the river Panuco and of the river San Antonio, in order to reconcile the differences of the chart and sketch of Tampico harbor.

A board of officers, to consist of Lieut. Col. Richard N. Batchelder, deputy quartermaster general; Maj. James M. Moore, quartermaster; Capt. Samuel M. Whitfield, 6th cavalry; Capt. George P. Towle, 10th infantry; First Lieut. Charles E. S. Wood, 21st infantry, upon the expiration of his leave of absence, and First Lieut. John M. Baldwin, 5th artillery.

BRANCH OFFICES

OF

The National Republican.

For the accommodation of the public, branch offices have been established at prominent locations, where at all times advertisements and subscriptions can be left at exactly the same cost as at the main office.

Wants, Rents, For Sale, &c., &c., of three lines or less, inserted three times for 25 cents. All answers, when desired, will be delivered by special messenger to the residence or office of the advertiser.

THE REPUBLICAN intends to demonstrate that it is the very best advertising medium in the District, and earnestly requests a liberal patronage of its branch offices.

BRANCH OFFICES.

The following is a list of the branch offices in Washington. Others will be added hereafter:

W. S. Rose's News Stands at the Arlington Hotel, Willard's Hotel, and Metropolitan Hotel.

Roose & Queen's News Stand, National Hotel.

R. F. Queen, St. James Hotel.

Riggs House News Stand.

American House News Stand.

W. S. Thompson's Drug Store, Georgetown.

J. Bradley Adams's Book Store.

C. H. Dufour, Druggist, 1818 Fourteenth.

R. B. Ferguson, Druggist, corner Second and Pennsylvania avenue S. E.

S. E. Lewis, Druggist, corner Fourteenth and P.

G. G. C. Simms, Druggist, corner Fourteenth and New York avenue.

W. F. Scala, Druggist, 500 East Capitol.

H. A. Johnston, Druggist, corner Tenth and O streets northwest.

S. Slater's Cigar Store, corner H and First streets northwest.

W. S. Rose's News Stands at the Arlington Hotel, Willard's Hotel, and Metropolitan Hotel.

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OPPOSITE RIGGS'S BANK.

I SHOW THIS SUIT IN 20 DIFFERENT PATTERNS, PRICE, \$10 to \$20.

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One Price Clothier and Tailor,

H. D. BARR,

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CLYDE'S NEW EXPRESS STEAM PACKET LINE

PHILADELPHIA, WASHINGTON, AND

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Beef, Lamb, Mutton, &c.

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PRICE OF GAS.

IF paid at the Company's Office within SEVEN DAYS from rendition of the bill, \$1.75 per 1,000 cubic feet.

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